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Union: **Lindenhurst Aides Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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Lindenhurst Ufsd And Aides League  
Of Lindenhurst

# **AGREEMENT**

by and between the  
**LINDENHURST UNION FREE  
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**

DEC 03 2003

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



**Lindenhurst Aides Unit  
Suffolk County Educational Local 870**

**July 1, 2001 — June 30, 2004**



<u>TOPIC</u>	<u>INDEX</u>	<u>ARTICLE</u>	<u>PAGE</u>
ABSENCE		XIV	11
AGENCY FEE - DUES DEDUCTION		II	1
ANTI-DISCRIMINATION		XIX	16
ASSOCIATION RIGHTS AND RESPONSIBILITIES		III	2
BOARD PREROGATIVES		IV	3
CALENDAR		XXI	16
CONTRACTUAL OBLIGATIONS		XVIII	16
DISCIPLINE		XII	9
DURATION OF AGREEMENT		XXII	16
EVALUATIONS		X	8
GRIEVANCE PROCEDURE		XVI	11
JURY DUTY		XV	11
LONGEVITY, INSURANCE, RETIREMENT AND LEAVES OF ABSENCE		XIII	10
NEGOTIATIONS		XVII	15
NO STRIKE CLAUSE		XX	16
PERSONNEL FILES		IX	8
PERSONNEL PRACTICES		VIII	7
PROTECTION OF EMPLOYEES		XXIV	17
RECOGNITION		I	1
SALARIES		VI	6
SCHEDULE CHANGES, LAYOFFS AND FIRINGS		VII	6
SENIORITY		XI	9
TAYLOR LAW NOTICE		XXIII	17
WORKDAY AND WORK YEAR		V	4
APPENDIX "A" - GRIEVANCE FORM			

AGREEMENT made and entered into this 6<sup>th</sup> day of June, 2001, by and between the Lindenhurst Union Free School District (hereinafter referred to as the "District" or "Board") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 870, AFSCME, AFL-CIO, (Lindenhurst Aides Unit), hereinafter referred to as the "Association".

#### ARTICLE I - RECOGNITION

The District hereby recognizes the Association, pursuant to the certification of the Public Employment Relations Board, as the sole and exclusive bargaining agent for all aides and teaching assistants, to negotiate collectively in the determination of their terms and conditions of employment and the administration of grievances arising thereunder.

#### ARTICLE II - AGENCY FEE - DUES DEDUCTION

A. The District shall deduct from the checks of members of the Association who submit proper written dues check-off authorizations, the amount of Lindenhurst Aides Unit dues as certified to the District by the Association, in writing. The figure for dues shall be certified to the District in September of each year only. These deductions shall commence in September and be made in an amount and at times which are the most practicable for those in charge of the aides' payroll. The funds deducted shall be transmitted to the Association.

B. Such authorizations shall remain in effect until the pay period following receipt of a written revocation by the District, provided the withdrawal is received five (5) days prior to the payday on which the revocation is to take effect. If the revocation is received later, it shall become effective for the following pay period.

C. Each employee not a member of the Association shall have an agency fee deducted from his/her salary in accordance with Civil Service Law 208. The League shall advise

the District of the amount of the agency fee. Deductions will be made in the same manner as dues deductions.

D. Every member of the bargaining unit who is not a member of the Lindenhurst Aides Unit, shall within sixty (60) days, after their initial date of employment, whichever is later, pay to the Association, an Agency fee. Such fee shall be certified to the District, by the Lindenhurst Aides Unit and shall be consistent with requirements of law. The Association shall forward to the District a list of non-members and the sum of money to be deducted from each employee's paycheck in a manner equivalent insofar as possible, to that used for deduction of dues of members of the Lindenhurst Aides Unit. Not later than 30 days after receipt of the list of non-members, the District shall forward said amount to the Association. The District shall provide the Lindenhurst Aides Unit, on a monthly basis, a listing of all new non-instructional aides.

E. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorneys' fees that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

### ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Bulletin Boards - The Association shall have the right to post notices of its activities on school bulletin boards designated by the building principal for that purpose.

B. School Facilities - After the close of school on school days, the Association shall have the right to use designated areas in school buildings for meetings provided that there is no interference with any school activities. The use of such designated areas must be arranged and approved, pursuant to the rules of the Community Service Office.

C. Association Officers - If the President of the Association or designees is requested by their Administrator, Superintendent, or Assistant Superintendent of the District to attend a meeting during their working hours, this time shall be considered time worked.

D. Mailbox - Provided space is available, a school mailbox shall be provided for the Association representative in each building for the purpose of distributing legitimate Association material. The distribution of such material shall be accomplished by the Association.

E. Board Minutes - The District shall provide the Association President with a copy of public published minutes of the Board of Education when said minutes are distributed.

F. Employee Agreements - The Association shall be given a copy of all agreements negotiated by the District with other employee groups within a reasonable length of time after they have been duplicated.

G. Contract Copies - The District shall furnish copies of this contract to all aides in the unit. This shall be accomplished by forwarding 300 copies to the President of the Association who shall be responsible for distribution.

#### ARTICLE IV - BOARD PREROGATIVES

The parties jointly recognize the legally defined responsibilities and power of the Board contained in the Education Law and elsewhere, including but not limited to the power to establish district-wide policies and establish administrative rules and procedures for the District.

The parties also recognize the Association's statutory powers and obligations to represent the employees within this bargaining unit in full and open negotiations with respect to salary, hours, and other terms and conditions of employment.

The parties also recognize that the "Taylor Law" was enacted to promote harmonious and cooperative relationships between government and its employees, and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government.

To effectuate the above-mentioned policies, the parties have entered into this agreement. The Board, except as specifically limited by the express terms and provisions of this agreement, retains all its statutory powers, including but not limited to, the power to adopt such by-laws and rules as it shall deem proper; establish rules and regulations concerning order and discipline; regulate transfers; operate its facilities; make repairs, equip, furnish, and maintain rooms in schoolhouses or elsewhere; provide transportation; to alter and equip facilities; to hold and maintain real estate; to plan, determine, direct, control or change all such operations; to fill vacancies; to provide, furnish and maintain building or other suitable accommodations; to provide, maintain and operate a cafeteria or restaurant service; to purchase and maintain motor vehicles; to have in all respects the superintendence, management and control of the educational affairs of the district, and all powers reasonably necessary to exercise said powers granted expressly or by implication, and to make decisions and rules which are properly a function of management, or a prerogative of the Superintendent of Schools, provided further that no policy, decision rule or regulation shall conflict with the specific terms and conditions of this Agreement. Any prerogatives, rights or powers not specifically relinquished by the Board through an express provision of this agreement, whether raised during negotiations or not, are hereby expressly and exclusively retained by the Board.

#### ARTICLE V. - WORKDAY AND WORK YEAR

A. Work year - The work year for aides shall normally commence on the first full day the students are in school and shall end the last full day for students of the school in which they work. The district, however, may require an aide to work on student orientation days or on days when teachers and/or administrators may be required to work. In such instances, aides shall

be given 48 hours advance notice where possible. Nothing contained in this Article shall be construed as a guarantee of work.

If required to work on orientation days or on other days when teachers and/or administrators are required to work, the aides shall be compensated for the hours worked at their applicable rates.

B. Workday - Aides required by their supervisors to work in excess of their normal scheduled hours shall be compensated for the time worked at straight time rates, up to and including forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. In order to receive compensation for time worked in excess of their normally scheduled hours, an aide must secure the prior written authorization of the building principal or his designated representative, or in the event an aide is not responsible to a building principal, the Business Manager. Payment shall be made after one-half hour has been accumulated or, in the last paycheck of the year, whichever occurs first.

C. Field Trips - Employees will be paid for those hours worked beyond their regular workday while attending field trips, at their regular hourly rate. Employees requested by a classroom teacher to accompany students on fieldtrips shall have all expenses (i.e., admission/transportation fees) paid for without any outlay of the employee's own money, excluding personal purchases or other expenses not required by attendance at fieldtrips. The determination as to what constitutes a personal and/or required expense shall be made in the discretion of Administration.

D. 17.5 Hour Aides - Part-time unit members having the civil service title "clerical aide" whose work has been limited to seventeen and one-half (17 ½) hours shall be offered additional work by their building principal up to a maximum of 60 hours per fiscal year at other than their regular assignments. The determination as to whether such additional work is



available and/or necessary shall be within the discretion of the building principal. Employees may decline such additional work assignments.

#### ARTICLE VI - SALARIES

The starting salaries for teacher aides and teaching assistants shall remain at the July 1, 2001 rate for the life of the contract (teacher aides--\$8.00 per hour, teaching assistants \$12.50 per hour). The salary increases shall be as follows:

1. Effective July 1, 2001, the above members of the unit will receive an increase of 1.55 per hour.
2. Effective July 1, 2002, the above members of the unit will receive an increase of .50 per hour.
3. Effective July 1, 2003, the above members of the unit will receive an increase of .50 per hour.

#### ARTICLE VII. - SCHEDULE CHANGES, LAYOFFS AND FIRINGS

A. Schedule Changes - During the school year, every reasonable effort shall be made to provide, where possible, one (1) week's notice to an employee in the case of a permanent work schedule change.

B. Layoffs - The District shall notify the Association President, in writing, of any termination of employees or elimination of positions due to budgetary reasons.

C. Firings - An individual who is fired shall be entitled, upon request, to a conference with the supervisor involved.

## ARTICLE VIII - PERSONNEL PRACTICES

A. Every reasonable effort shall be made to notify the aides of their tentative assignment for the following school year by May 30 of the prior school year.

Aides shall notify the District of their plans to return for the following school year by June 15 of the prior school year, or they shall have been deemed to have voluntarily quit.

In the event this schedule is subsequently altered, the aide shall be notified of the change in writing including the reason for the change.

B. As aide vacancies occur, or new aide positions are created during the school year, a "Notice of Vacancy" describing the position and qualifications for such positions shall be sent to the Association building representatives, which they shall post on the appropriate bulletin board in each building. The District shall notify the Association's building representatives of those vacancies that have been filled on a monthly basis.

Seniority shall be a factor in filling vacancies but the final decision shall be that of the District.

An aide who is already assigned to a building may not fill a vacancy in another building, or take another position in the building to which they are assigned, during the school year unless the administration determines, in its sole discretion, a transfer after the academic year begins is in the best interest of the District.

For the purposes of this Article, the school year is deemed to commence on July 1.

C. Nothing contained in this Agreement shall prevent multiple assignments of aides.

## **ARTICLE IX - PERSONNEL FILES**

A. An aide shall, upon prior written request, and within a reasonable time, be given the opportunity to examine his/her file, except for confidential letters of recommendation and other materials leading to employment. Such examination shall take place only in the presence of the Personnel Director or his/her designated representative.

B. No material derogatory to the aides' conduct, service, character, or personality shall be placed in their personnel files unless the aides are given an opportunity to review the material. The aide shall initial the material to evidence that it has been reviewed. In the event an aide refuses to initial the material, this will be noted and the material, with the notation, may be entered in the file. All documents, communications, and records dealing with the processing of a grievance as specified in this contract shall be filed separately from the personnel files of the participants until final disposition.

An aide shall have 15 calendar days after being shown the material to respond to any items placed in the file.

C. The provisions of subdivision B shall only apply to material filed after May 17, 1974.

## **ARTICLE X - EVALUATIONS**

Written evaluations shall be made in accordance with Board policy as amended from time to time.

A copy of any written evaluation shall be supplied to the aide and the aide may add any written responses to this evaluation within two (2) weeks of receipt of same.

## ARTICLE XI - SENIORITY

Seniority shall date from the first date worked on a regular assignment as long as the aide worked continuously in the District.

## ARTICLE XII - DISCIPLINE

A. Whenever an aide is called to a formal hearing which may lead to disciplinary action, he/she shall be entitled to be accompanied by a representative of the Association.

Such meetings shall be scheduled at a mutually convenient time.

B. No aide shall be disciplined or reprimanded in public by his/her supervisor.

C. Conference with Assistant Superintendent - In those instances where an employee has been advised that he/she may or will be the subject of disciplinary action, such employee shall have the right to request a conference with the Assistant Superintendent for Business or the Assistant Superintendent for Business' designee, prior to the implementation of disciplinary action. The decision of the Assistant Superintendent for Business or designee regarding the implementation of disciplinary action and any disciplinary penalty shall be final and non-grievable.

D. Prior to taking disciplinary action against an aide, the Superintendent or her/his designee shall offer such employee a conference. During the conference, the Superintendent or designee shall state the reasons for the proposed disciplinary action and give the aide the opportunity to explain her/his position.

### ARTICLE XIII - LONGEVITY, INSURANCE, RETIREMENT AND LEAVES OF ABSENCE

A. 1. Those employees receiving longevity, accrued sick leave, and sick leave prior to June 30, 1985, shall continue to receive these benefits.

2. Effective July 1, 2001, employees who have worked for the District and completed twelve (12) years of service shall receive two hundred fifty (\$250) dollars annual longevity bonus. All employees who are eligible to receive longevity payments shall receive such payments in December of the school year in which they are eligible.

B. The District shall continue to provide insurance and retirement benefits as mandated by law.

C. Bereavement Leave - A maximum of five (5) working days without loss of regular pay shall be allowed for each death in the immediate family (mother, father, step-parents, mother-in-law, father-in-law, sister, brother, child, spouse or relative residing in the same household), and one (1) day without loss of regular pay for absence due to the death of a member of the employee's family not covered by the above section.

D. Health of Child Care Leave - The District may grant an unpaid leave of absence for a period not to exceed one (1) year for health or childcare purposes. Such leave shall be at the discretion of the District and shall not result in any loss of seniority.

E. The full-time teacher assistants shall receive up to three (3) personal days per year, and sick leave, accrued sick, health insurance and disability provided to other full-time employees pursuant to this contract.

#### ARTICLE XIV - ABSENCE

Aides who must be absent because of personal illness must notify their immediate supervisor, as soon as possible, or answering service on the day they expect to be absent by 7 A.M.

Employees in this unit shall receive five (5) sick leave days per year. Employees may accumulate unused sick days but only for the purpose of using such sick days when absent due to illness.

#### ARTICLE XV - JURY DUTY

An employee shall be permitted to have time off with pay when necessary for the purpose of performing Jury Duty. Employees who are called for jury service shall request "on call" service.

#### ARTICLE XVI. - GRIEVANCE PROCEDURE

##### A. Declaration of Purpose

In order to provide the best possible educational climate and program in the Lindenhurst Schools, and to establish harmonious and effective relationships among those working toward this goal, these grievance procedures have been established consistent with law and with this agreement to resolve satisfactorily differences which would tend to unsettle or undermine the effective functioning of the school system. These procedures are to secure under this contract at the lowest possible administrative level, equitable solutions to grievances of aides through procedures under which they present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which District and Association are afforded adequate

opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

**B. Definitions**

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this agreement.

2. "Aide" shall mean any member of the unit represented by the Association and covered by this Agreement.

3. "Days" - Except as otherwise indicated, days shall mean days when school is in session.

4. "Association" shall mean the Lindenhurst Aides Unit.

5. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance. The Association may file a grievance when claiming an alleged violation of Article III of this contract.

**C. Procedures**

1. All written grievances shall include the name and position of the aggrieved party, the identity of the provisions of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage One, all submissions and decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the grievant and the Association.

3. The District and the Association agree to facilitate any investigations which may be required and to make available, subject to applicable law, any relevant documents, communications and records concerning the alleged grievance.

4. The form for filing a grievance shall be attached hereto as Appendix "A". The District of the Association shall provide a form to any member of the unit wishing to file a grievance.

5. Nothing contained herein will be construed as limiting the right of any aide having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this agreement.

6. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of any appeal at the next stage of the procedure, within the time which would have been allotted had the decision been communicated on the final day.

7. Failure at any stage of this procedure to exercise an appeal to the next stage within the specified time limits shall be deemed to be discontinued and waived.

8. A grievance shall be deemed to have been waived unless presented within twenty (20) days after the aide knew or reasonably should have known of the event or situation on which the grievance is based.



9. This procedure shall be the sole and exclusive method of resolving a grievance.

**D. Stage One - Building Principal**

1. An aide having a grievance may discuss it with his/her Building Principal, either directly or through a representative, with the object of resolving the matter informally. In the event an aide is not responsible to a building principal, his/her Stage One grievance shall be presented to the Business Manager.

2. If the grievance is not resolved informally, it shall be reduced to writing on the proper grievance form and presented to the Building Principal, with a copy to the Association and the Superintendent. Within five (5) days, the Building Principal shall render a decision thereon, in writing, and present it to the aide, the Association, and the Superintendent.

**E. Stage Two - Superintendent**

1. If the grievant and the Association are not satisfied with the written Stage One decision, the aide may file a written appeal to the Superintendent within fifteen (15) days.

2. The Superintendent shall schedule a hearing with the grievant within fifteen (15) days and a decision shall be rendered within ten (10) days of the hearing.

**F. Stage Three - Arbitration**

1. If the grievant and the Association are not satisfied with the Stage Two decision, the grievance may be submitted to an arbitrator selected pursuant to the rules of the

American Arbitration Association or a list submitted by the Public Employment Relations Board.  
The costs of the arbitrator shall be shared by the parties.

2. The decision of the arbitrator shall be final and binding on all parties unless the Board shall determine within thirty (30) days thereafter that the decision would have a sever impact and adverse impact on the District. In that event, the Board shall issue a written determination on the matter, containing its reasons for the rejection.

#### ARTICLE XVII. - NEGOTIATIONS

A. In order to assist the Association in negotiations, the district shall make available existing relevant material for negotiations and shall also provide copies of existing relevant statistical data to the Association within a reasonable period following a request for same. The Association shall provide the paper for such copies and shall run off the copies.

B. Upon a request for either party for a meeting to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not later than thirty (30) days following such request. The request shall not be made before the January 1st preceding the expiration of this Agreement.

#### ARTICLE XVIII - CONTRACTUAL OBLIGATIONS

If any provision of this Agreement is found to be contrary to law or applicable regulations of any government agency with jurisdiction in the matter, then only that provisional be deemed invalid but all other provisions will continue to full force.

#### ARTICLE XIX. - ANTI-DISCRIMINATION

The District and its administrative personnel shall not discriminate against any members of this unit on the basis of race, creed, color, national origin, sex, age, marital status, and employee organization activities. The provisions of this section shall not be subject to the grievance procedure, but subject to the Courts and Public Employees Fair Employment Practices Act.

#### ARTICLE XX - NO STRIKE CLAUSE

The Association agrees that it shall not engage in any strikes or job actions nor shall it cause, instigate, encourage or condone any strike by its members.

#### ARTICLE XXI - CALENDAR

Representatives of the Association shall be consulted on the establishment of a school calendar.

#### ARTICLE XXII - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2001 and shall continue in effect through June 30, 2004 and shall be automatically renewable for successive one year periods thereafter unless either party notifies the other in writing no later than February 1, 2004 of its desire to reopen negotiations for a successor agreement.

### ARTICLE XXIII - TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### ARTICLE XXIV - PROTECTION OF EMPLOYEES

A. When an aide is unable to perform his/her duties as a result of an on-the-job injury while the aide was acting within the scope of his/her employment, the aide shall receive his/her regular salary and fringe benefits for a maximum of one (1) week, provided the aide qualifies for Workers' Compensation.

It is understood that the determination whether the injury is or is not "on-the-job" and "within the scope of his/her employment" shall be made by the Workers' Compensation board to whom the employer shall apply.

B. The District shall reimburse an aide who sustains on-the-job injuries and/or property damage for out-of-pocket expenses incurred by the employee to a maximum of \$150.00 per employee per year in the first year of this contract; a maximum of \$175.00 per employee per year in the second year; and a maximum of \$200.00 per employee per year in the third year; provided that the injuries and/or damages resulting in out-of-pocket expenses occurred while the aide was on-the-job and acting within the scope of her/his employment; and further provided that the aforementioned injuries and/or damages and attendant out-of-pocket expenses are not covered by Workers' Compensation or other insurances/benefits. Any incident resulting in such on-the-job injuries and/or damages must be reported by the employee as soon as possible after such

incident, to the Building Principal or the Principal's designee. Such timely reporting is a prerequisite to reimbursement under this provision. The determination as to whether the injuries and/or damages occurred while the employee was on-the-job and acting within the scope of her/his employment as well as whether the expenses are out-of-pocket, shall be made in the sole discretion of the Superintendent or her/his designee.

C. If an employee is assaulted in connection with his/her employment, the employee shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such employee for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the employee in the event of a civil or criminal proceeding.

D. The District agrees to save harmless and protect employees from financial loss, and will provide for their defense arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such employee at the time of the accident or injury was acting in the discharge of his/her duties, within the scope of their employment and/or under the direction of the District as set forth and in accord with procedures and provisions in Section 3023 of the Education Law.

E. In the event that the District requires the fingerprinting of unit employees, the cost of such fingerprinting shall be paid by the District. This provision shall expire on June 30, 2004.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

25<sup>th</sup> day of September 2001.

LINDENHURST UNION FREE  
SCHOOL DISTRICT

CIVIL SERVICE EMPLOYEES  
ASSOCIATION INC.

BY: Margaret A. McGraw  
SUPERINTENDENT OF SCHOOLS

Christopher Wittchen  
PRESIDENT,  
BOARD OF EDUCATION

BY: James J. Sweeney  
PRESIDENT,  
LINDENHURST AIDES  
UNIT, CSEA, INC.

BY: Doni Sancio  
LABOR RELATIONS SPECIALIST  
CSEA, INC.

**APPENDIX A**  
**GRIEVANCE FORM**

**DATE:** \_\_\_\_\_

**GRIEVANT:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**SCHOOL:** \_\_\_\_\_

**CONTRACTUAL PROVISION BREACHED: ARTICLE** \_\_\_\_\_ **SECTION** \_\_\_\_\_

**DATE OF VIOLATION:** \_\_\_\_\_

**NATURE OF GRIEVANCE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTY CAUSING VIOLATION:** \_\_\_\_\_

**REMEDY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STAGE ONE RESPONSE:** \_\_\_\_\_

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